

After recording return to:
City Manager
City of Frisco
6101 Frisco Square Boulevard
Frisco, Texas 75034

TERMINATION AND RELEASE OF IMPACT FEE AGREEMENT

This Termination and Release of Impact Fee Agreement (this "Termination") is entered into as of this 20th day of October, 2009, by and between the Saratoga/Hall Joint Venture ("Saratoga") and the City of Frisco, Texas ("Frisco").

RECITALS

WHEREAS, Saratoga/Hall Joint Venture ("Saratoga") and Frisco executed and recorded an Impact Fee Agreement, dated the 21st day of April, 1998 and recorded May 29, 1998, as Instrument Number 98-0054182 in the Collin County Records (the "Impact Fee Agreement"); and

WHEREAS, Saratoga has complied with the terms of the Impact Fee Agreement; and

WHEREAS, Saratoga has sold the land subject to the Impact Fee Agreement (the "Land") to multiple purchasers; and

WHEREAS, that portion of the Land described in Exhibit A, which is attached to and made a part of this Termination, was sold to Legacy Platinum Partners II, LP ("Legacy"); and

WHEREAS, Legacy and Frisco, to the extent of their interests, have agreed to terminate the Impact Fee Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth Legacy and Frisco agree as follows:

Effective as of the date hereof, the Impact Fee Agreement is hereby terminated with regard to the obligations between Legacy and Frisco. Legacy and Frisco acknowledge and agree that no outstanding obligations remain under the Impact Fee Agreement between the two parties and that each party hereby releases the other party from any further performance that would have been required under the Impact Fee Agreement. Except for the property described in Exhibit A, this Termination shall not affect any other portion of the Land.

Legacy hereby acknowledges and agrees that the development project and all obligations under the Impact Fee Agreement relating to the property described in Exhibit A, have been completed.

This Termination may be executed in one or more counterparts, each of which shall constitute one and the same document.

Each of the parties hereto has caused this Termination to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

LEGACY PLATINUM PARTNERS II, LP
A Texas Limited Partnership

By: LEGPLAT, LLC, a Texas Limited liability company,
Its General Partner

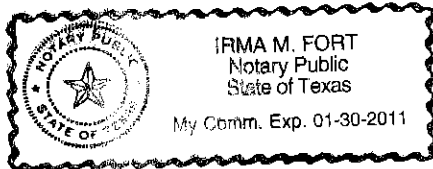
By: 
Name: Chad Buxton
Title: President


CITY OF FRISCO, TEXAS

By: _____
Name: George Purefoy
Title: City Manager

STATE OF TEXAS)
COUNTY OF Collin)

The foregoing was acknowledged before me on 5th October 2009, by Chad Buxton, the President of LEGPLAT, LLC on behalf of corporation.




Notary Public

STATE OF TEXAS)
COUNTY OF COLLIN)

The foregoing was acknowledged before me on _____ 2009, by George Purefoy, on behalf of the City of Frisco, Texas.

Notary Public

Exhibit A

WHEREAS, JELLB5 Partners, L.L.C. and Legacy Platinum Partners II, Ltd., a Texas limited partnership are the owners of a tract of land situated in the Jonathan Allen Survey, Abstract No. 16 in the City of Frisco Collin County, Texas according to the revised conveyance plat recorded in instrument No. 2008-95, Map Records Collin County, Texas, same being a portion of said Lot 16 conveyed to JELLB5 Partners, L.L.C. by deed recorded in Instrument No. 20090924001190770, Deed Records, Collin County, Texas, same being conveyed to Legacy Platinum Partners II, Ltd., a Texas limited partnership by special warranty deed recorded in Instrument No. 20070220000230700, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod found for corner, and being the Northwest corner of Lot 10, Block 1, Frisco Corners, an addition to the City of Frisco, Collin County, Texas according to the plat thereof recorded in Cabinet P, Page 611, Map Records, Collin County, Texas, and being in the East line of Legendary Drive (a 60 foot right-of-way);

Thence North 00 degrees 27 minutes 56 seconds West, along the East line of said Legendary drive, a distance of 67.81 feet to a 1/2 inch iron rod found for corner, said point being in a tangent curve to the right having a radius of 970.00 feet, a delta of 24 degrees 52 minutes 56 seconds, and a chord that bears North 11 degrees 58 minutes 32 seconds East, a distance of 417.95 feet;

Thence continuing along the East line of said Legendary Drive and along said curve to the right, an arc length of 421.25 feet to a 1/2 inch iron rod found for corner;

Thence North 27 degrees 16 minutes 45 seconds East, continuing along the Southeast line of said Legendary Drive, a distance of 167.59 feet to an "X" found for corner, and being the West corner of Lot 15R, Block 1, Frisco Corners;

Thence South 60 degrees 03 minutes 18 seconds East, along the Southwest line of said Lot 15R, a distance of 330.36 feet to an "X" found for corner, and being the South corner of said Lot 15R, and being in the Northwest line of Lot 9R of said Frisco Corners;

Thence South 29 degrees 56 minutes 42 seconds West, along the Northwest line of said Lot 9R, a distance of 146.36 feet to an "X" found for corner, and being an angle point in the West line of said Lot 9R;

Thence South 00 degrees 24 minutes 13 seconds East, along the West line of said Lot 9R, a distance of 331.20 feet to an "X" found for corner, and being the Southwest corner of said Lot 9R, and being the North line of said Lot 10;

Thence S 89 degrees 35 minutes 35 seconds W, along the North line of said Lot 10, a distance of 378.52 feet to the point of beginning and containing 198,625 square feet or 4.56 acres of land.